

When Recorded Return To:
Summit Land Conservancy
PO Box 1775
Park City, UT 84060

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (hereafter "Agreement") is made this 23rd day of December, 2021, by and between Iron Mountain Associates, L.L.C., a Utah limited liability company ("Grantor"); and Summit Land Conservancy, a Utah non-profit corporation ("Grantee"). Grantor and Grantee may be collectively referred to herein as "parties" and individually as a "party".

RECITALS:

A. The Colony at White Pine Canyon ("The Colony") is a residential real estate development in Summit County, Utah.

B. Grantor is the developer of The Colony and Declarant under the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Colony at White Pine Canyon, recorded in the Official Records of Summit County, Utah on October 17, 2012, as Entry No. 955350, Book 2151, Page 1747 (the "CC&Rs") as amended, and retains certain rights under the CC&Rs.

C. The White Pine Canyon Road runs through The Colony as depicted in certain subdivision plats within The Colony and described in "Exhibit A" and hereafter defined as the "White Pine Canyon Road"; and

D. Contemporaneous with the recording of this Agreement, the Grantor conveyed to Grantee mountain-top lands in Salt Lake County described in "Exhibit B" and hereafter defined as the "Crest Property"; and

E. The Grantor is the fee-title owner of tax parcel #CWPC-3D-148-A as described in "Exhibit C" and hereafter defined as the Mountain Land. The Mountain Land is adjacent to the Crest Property and a recreational trail as described in Exhibit C and hereafter described as the "Trail" allows for pedestrian access across the Mountain Land and up to land owned by the United States Forest Service that adjoins the Crest Property; and

F. The Crest Property is remote, and the most viable access to the Crest Property from Summit County is by motor vehicle via the White Pine Canyon Road and by foot over and across the Trail; and

G. The Grantor desires to grant an access easement for the Grantee's use of the White Pine Canyon Road and Trail, subject to the terms and conditions set forth below.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which both parties acknowledge, the parties hereto hereby agree as follows:

1. Grant of Easement. The Grantor hereby grants and conveys to Grantee, its employees, agents, licensees, lessees and invitees, a non-exclusive easement over the White Pine Canyon Road as described in Exhibit A and over the Trail on the Mountain Land as described in Exhibit C for vehicular and pedestrian ingress and egress.

2. Purpose For Access. Grantee may use the easements described in this Agreement for occasional visits to the Crest Property for monitoring, maintenance, scientific investigations and similar purposes. Use of said easements shall be limited to times of the year when the Mountain Land and proximate lands are not open for winter ski resort operations. Notwithstanding the foregoing, Grantee may not expand or construct additional improvements within the easements, other than as necessary for maintaining the existing trails over the Mountain Land. This Agreement shall not afford a right of public access over and across lands described in Exhibit A.

3. Covenants Run With Land. The terms and conditions of the easements granted herein run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them, pursuant to the laws of the State of Utah.

4. Subject to Existing Easements. The easements granted herein are subject to all easements of record which affect the lands within The Colony, whether or not said easements are described or otherwise reflected either in the CC&Rs or in this Agreement, or as designated on the Final Subdivision Plats of The Colony, and any other easements which are not of record, but which may hereafter be determined by a court to affect land within The Colony.

5. Reservation of Rights. The CC&Rs provide that the Grantor and/or the Homeowners Association for The Colony, under certain circumstances, shall be permitted to relocate, widen, or otherwise modify the easements constituting the White Pine Canyon Road. Grantor, for itself, its successors and assigns, and the Homeowners Association of The Colony at White Pine Canyon, hereby reserves the right to relocate, widen, or otherwise modify the White Pine Canyon Road easements in accordance with the terms and conditions of the CC&Rs.

6. Indemnification and Hold Harmless. Grantee shall indemnify and hold Grantor harmless from any and all damage and liability arising from Grantee's use of this easement in connection with the exercise by Grantee of the rights granted herein. The indemnification and hold harmless obligation created hereby extends to all damage and liability arising from any use

of the easement by the Grantee, its successors and assigns, employees, agents, licensees and contractors, excepting only those matters which arise from the negligent or intentional misconduct of the Grantor.

7. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

8. No Waiver. Failure of any party to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver for the future of any such provision.

9. Incorporation of Recitals and Exhibits. The Recitals at the beginning of this Agreement and the Exhibits attached hereto are incorporated herein by this reference.

10. Binding Effect. This Agreement shall be binding upon the heirs, administrators, executors, successors and assigns of the parties hereto, and shall be recorded at the same time as the recording of the warranty deed to transfer title to the Crest Property from Grantor to Grantee.

11. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

The undersigned parties have each duly caused this Agreement to be executed by their respective officers or representatives thereunto duly authorized, as of the date(s) set forth below.

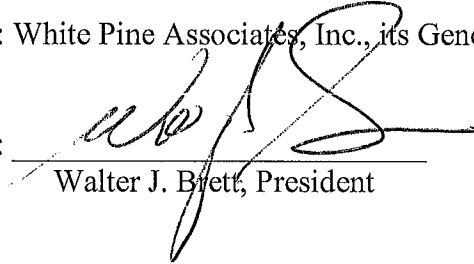
[Signature pages to follow]

GRANTOR:

Iron Mountain Associates, L.L.C.

By: WPA, Ltd., its Manager

By: White Pine Associates, Inc., its General Partner,

By: 

Walter J. Brett, President

GRANTEE:

Summit Land Conservancy

Cheryl Fox, Executive Director

GRANTOR:

Iron Mountain Associates, L.L.C.

By: WPA, Ltd., its Manager

By: White Pine Associates, Inc., its General Partner,

By: _____
Walter J. Brett, President

GRANTEE:

Summit Land Conservancy



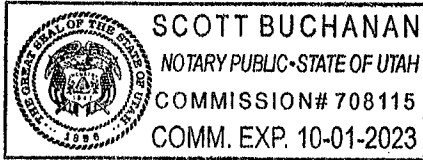
Cheryl Fox, Executive Director

STATE OF UTAH

: ss.

COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 23rd day of December, 2021 by Walter J. Brett, the President of White Pine Associates, Inc., for and on behalf of Iron Mountain Associates, L.L.C., a Utah limited liability company.

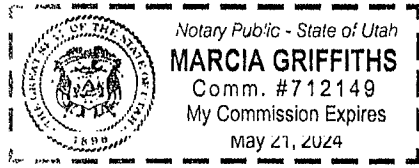


NOTARY PUBLIC

Residing at: FRANCIS, UT

My Commission Expires:

10/1/2023



STATE OF Utah)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 23 day of December, 2021 by Cheryl Fox, the Executive Director of the Summit Land Conservancy.

Marcia Griffiths

NOTARY PUBLIC

Residing at: Summit County, Utah

My Commission Expires:

5-21-24

Exhibit A

White Pine Canyon Road

The White Pine Canyon Road as it is located within the following subdivision plats of The Colony, as marked upon copies of said subdivision plats attached hereto:

THE COLONY AT WHITE PINE CANYON PHASE 1 THIRD AMENDMENT, recorded 8/18/2010 with the office of the Summit County Recorder as Instrument #905004.

THE COLONY AT WHITE PINE CANYON PHASE 1 SECOND AMENDMENT, recorded 2/21/2013 with the office of the Summit County Recorder as Instrument #964016

THE COLONY AT WHITE PINE CANYON PHASE I – AMENDED FINAL SUBDIVISION PLAT, recorded 3/26/1999 with the office of the Summit County Recorder as Instrument #534009.

THE COLONY AT WHITE PINE CANYON PHASE II – FINAL SUBDIVISION PLAT, recorded 9/10/1999 with the office of the Summit County Recorder as Instrument #548270

THE COLONY AT WHITE PINE CANYON PHASE 3A – FINAL SUBDIVISION PLAT recorded 12/22/2000 with the office of the Summit County Recorder as Instrument #579433.

THE COLONY AT WHITE PINE CANYON PHASE 3B – FINAL SUBDIVISION PLAT, recorded 12/24/2001 with the office of the Summit County Recorder as Instrument #606728.

THE COLONY AT WHITE PINE CANYON FIRST AMENDED PHASE 3C FINAL SUBDIVISION PLAT, recorded 9/20/2007 with the office of the Summit County Recorder as Instrument #825934.

THE COLONY AT WHITE PINE CANYON - PHASE I
AMENDED FINAL SUBDIVISION PLAT
 LYING WITHIN SECTION 1 & 12, T. 2 S., R. 3 E., S. 1 & 2 R.M.
 AND SECTION 6, T. 2 S., R. 4 E., S. 1 & 2 R.M.
 SUMMIT COUNTY, UTAH
 SHEET 1 OF 9

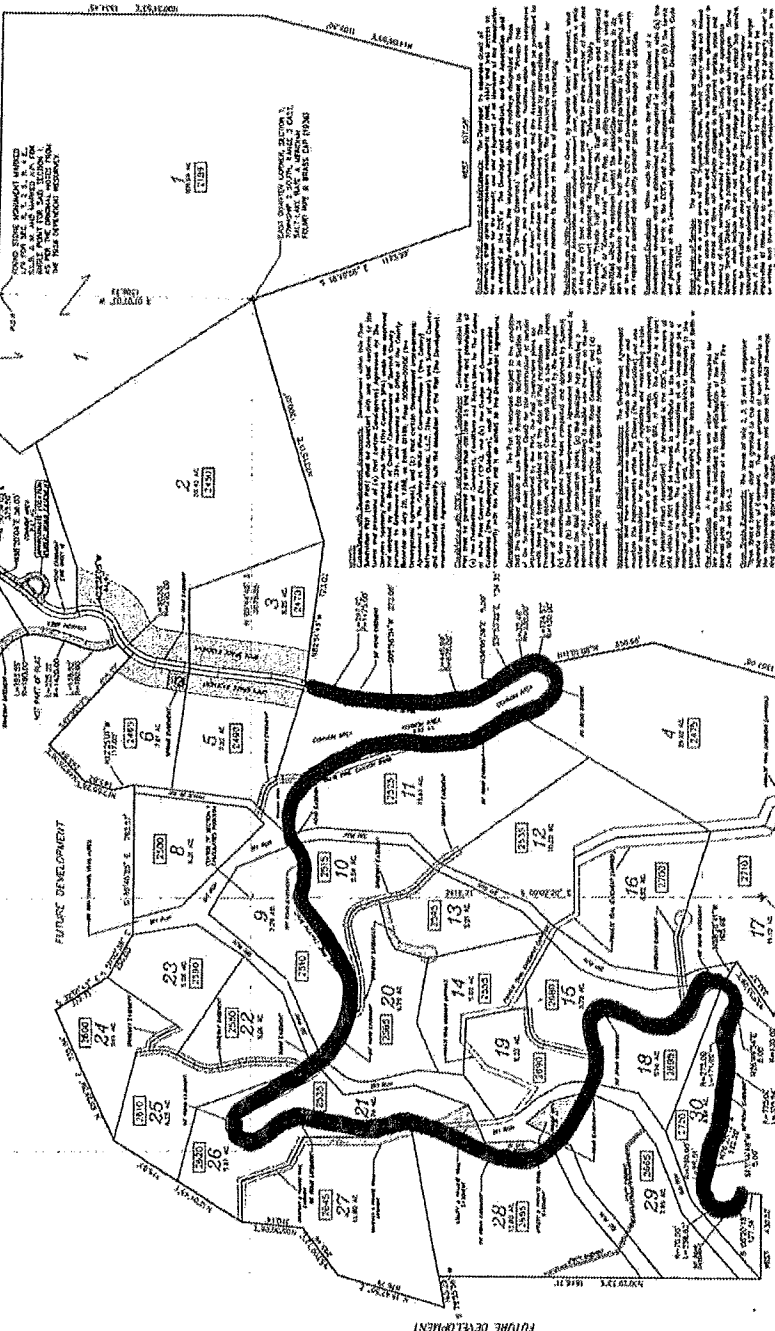
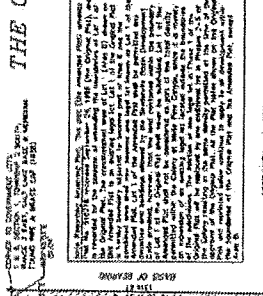
CONVEYANCE AND CONVEYANCE TO THE PUBLIC...
 THE STATE OF UTAH, COUNTY OF SUMMIT, BEING THE COUNTY OF THE STATE OF UTAH, WHEREIN THE COLONY AT WHITE PINE CANYON...
 THE STATE OF UTAH, COUNTY OF SUMMIT, BEING THE COUNTY OF THE STATE OF UTAH, WHEREIN THE COLONY AT WHITE PINE CANYON...
 THE STATE OF UTAH, COUNTY OF SUMMIT, BEING THE COUNTY OF THE STATE OF UTAH, WHEREIN THE COLONY AT WHITE PINE CANYON...

James M. [Signature]
James M. [Signature]
James M. [Signature]

James M. [Signature]
James M. [Signature]
James M. [Signature]

BY SIGNED AND RECEIVED OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 3 EAST, COUNTY OF SUMMIT, UTAH, I, JAMES M. [Signature], BEING THE COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE ABOVE PLAT HAS BEEN RECORDED IN MY OFFICE AND IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON THIS 12th DAY OF [Month] 19[Year].

SUBSID REVIEW
 REVIEWED AND APPROVED FOR THE CITY OF PARK CITY, UTAH
 [Signature]
PARK CITY FIRE SERVICE DISTRICT
 REVIEWED AND APPROVED FOR THE DISTRICT
 [Signature]



UTILITY EASEMENT REVIEW
 REVIEWED AND APPROVED FOR THE CITY OF PARK CITY, UTAH
 [Signature]
PARK CITY WATER SERVICE DISTRICT
 REVIEWED AND APPROVED FOR THE DISTRICT
 [Signature]

PUBLIC WORKS DIRECTOR
 REVIEWED AND APPROVED FOR THE CITY OF PARK CITY, UTAH
 [Signature]
COUNTY ASSESSOR
 REVIEWED AND APPROVED FOR THE COUNTY OF SUMMIT, UTAH
 [Signature]

RECORDED
 RECORDED IN THE OFFICE OF THE COUNTY CLERK OF SUMMIT COUNTY, UTAH, ON THIS 12th DAY OF [Month] 19[Year].
 [Signature]

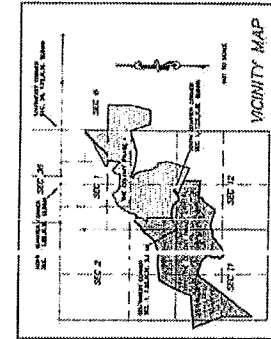
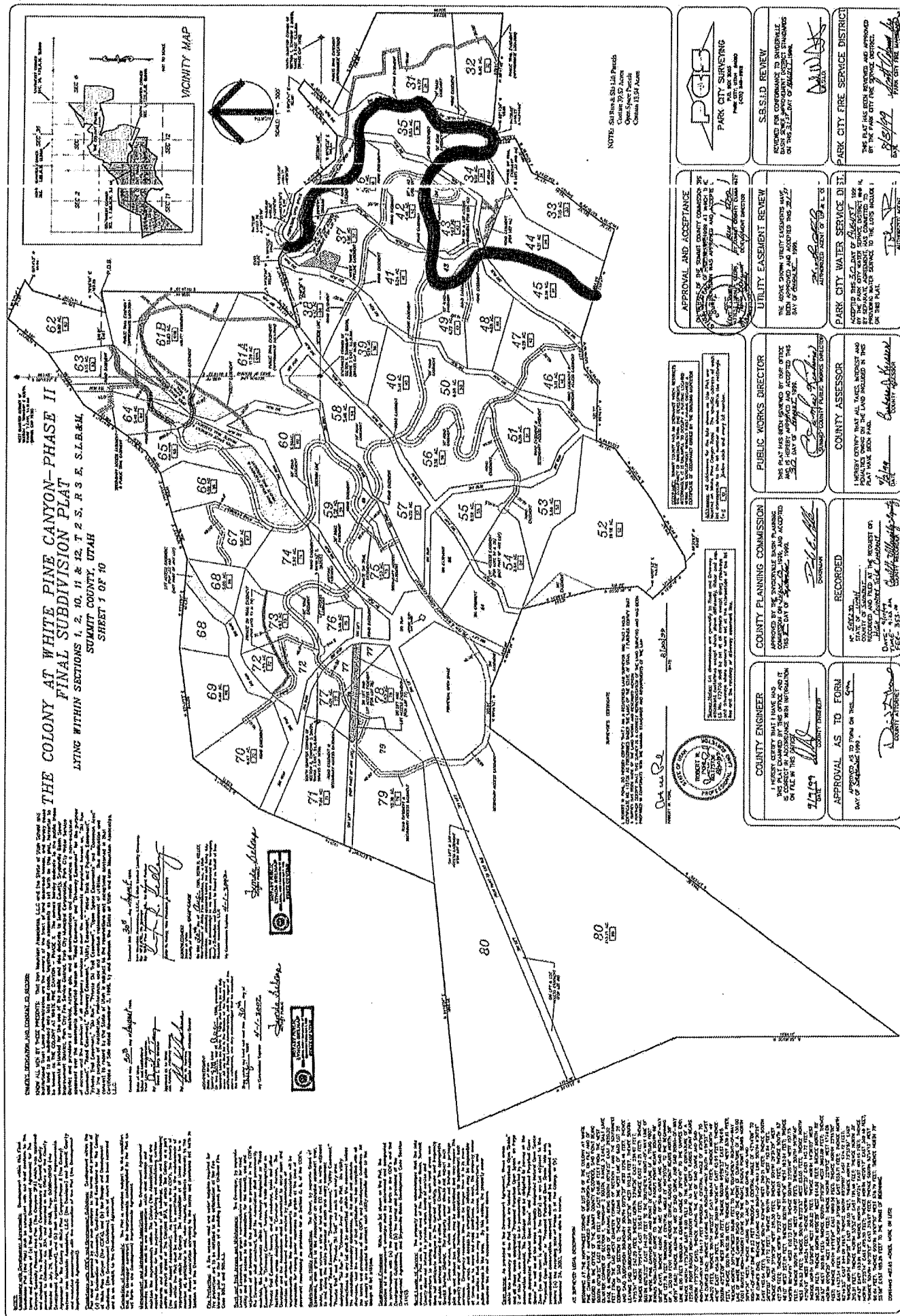
APPROVAL AS TO FORM
 REVIEWED AND APPROVED FOR THE CITY OF PARK CITY, UTAH
 [Signature]

COUNTY PLANNING COMMISSION
 REVIEWED AND APPROVED FOR THE COUNTY OF SUMMIT, UTAH
 [Signature]

COUNTY ENGINEER
 REVIEWED AND APPROVED FOR THE COUNTY OF SUMMIT, UTAH
 [Signature]

COUNTY COMMISSION APPROVAL
 REVIEWED AND APPROVED FOR THE COUNTY OF SUMMIT, UTAH
 [Signature]

PARK CITY SUBDIVISION
 REVIEWED AND APPROVED FOR THE CITY OF PARK CITY, UTAH
 [Signature]



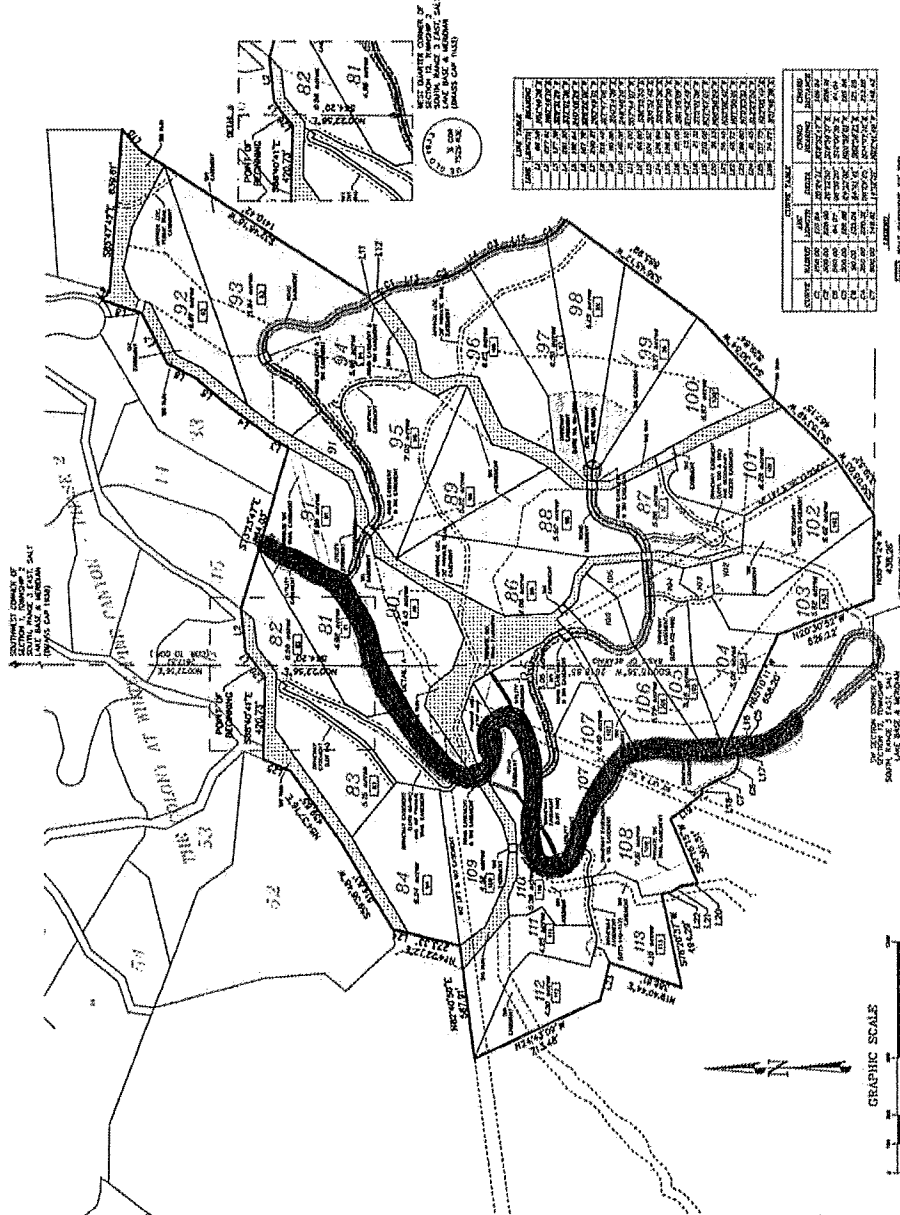
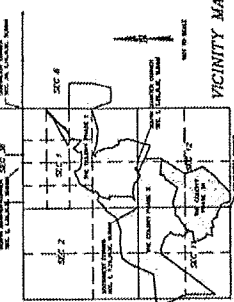
THE COLONY AT WHITE PINE CANYON - PHASE II
FINAL SUBDIVISION PLAT
 LYING WITHIN SECTIONS 1, 2, 10, 11 & 12, T 2 S., R 3 E., S1-R-4
 SUMMIT COUNTY, UTAH
 SHEET 1 OF 10

NOTE: All Tracts, S&S 128 Tracts
 Open 5.23 Acres
 Contain 13.54 Acres

<p>P&H PARK CITY SURVEYING 405 S. MAIN ST. PARK CITY, UTAH 84302</p>	<p>SR & ID REVIEW</p> <p>NOTED FOR CONFORMANCE TO SUBDIVISION PLAT ACT AND RULES AND REGULATIONS OF THE DIVISION OF LAND UTILIZATION</p> <p><i>[Signature]</i> M. J. WILSON SUPERVISOR</p>	<p>PARK CITY FIRE SERVICE DISTRICT</p> <p>THIS PLAT HAS BEEN REVIEWED AND APPROVED BY THE PARK CITY FIRE SERVICE DISTRICT</p> <p><i>[Signature]</i> PARK CITY FIRE SERVICE DISTRICT</p>
<p>APPROVAL AND ACCEPTANCE</p> <p>THE BOARD OF CHIEF CLERKS OF THE COUNTY COMMISSIONERS OF SUMMIT COUNTY HAS REVIEWED AND ACCEPTED THIS PLAT ON THIS DATE:</p> <p><i>[Signature]</i> COUNTY CLERK</p>	<p>UTILITY EASEMENT REVIEW</p> <p>THE WORK DONE UNDER UTILITY EASEMENTS HAS BEEN APPROVED AND ACCEPTED THIS DATE:</p> <p><i>[Signature]</i> UTILITY EASEMENT REVIEW</p>	<p>PARK CITY WATER SERVICE DISTRICT</p> <p>ACCEPTS THIS PLAT AND THE EASEMENTS HEREON AS SHOWN ON THIS PLAT AND AGREES TO FURNISH WATER SERVICE TO THE LOTS HEREON AS SHOWN ON THIS PLAT.</p> <p><i>[Signature]</i> AUTHORIZED AGENT OF PCWD</p>
<p>COUNTY ENGINEER</p> <p>THIS PLAT IS IN CONFORMANCE WITH THE PLAT ACT AND RULES AND REGULATIONS OF THE DIVISION OF LAND UTILIZATION</p> <p><i>[Signature]</i> COUNTY ENGINEER</p>	<p>PUBLIC WORKS DIRECTOR</p> <p>THIS PLAT HAS BEEN REVIEWED BY OUR OFFICE AND IS HEREBY APPROVED AND ACCEPTED THIS DATE:</p> <p><i>[Signature]</i> PUBLIC WORKS DIRECTOR</p>	<p>COUNTY ASSESSOR</p> <p>HEREBY CONFIRMS THAT ALL TAXES, INTEREST AND PENALTIES DUE ON THE LAND INCLUDED IN THIS PLAT HAVE BEEN PAID.</p> <p><i>[Signature]</i> COUNTY ASSESSOR</p>
<p>COUNTY PLANNING COMMISSION</p> <p>THIS PLAT IS IN CONFORMANCE WITH THE PLAT ACT AND RULES AND REGULATIONS OF THE DIVISION OF LAND UTILIZATION</p> <p><i>[Signature]</i> COUNTY PLANNING COMMISSION</p>	<p>RECORDED</p> <p>BY: <i>[Signature]</i> COUNTY CLERK</p>	<p>APPROVAL AS TO FORM</p> <p>APPROVED AS TO FORM ON THIS DATE:</p> <p><i>[Signature]</i> COUNTY CLERK</p>

Colony at White Pine Phase I

THE COLONY AT WHITE PINE CANYON - PHASE 3A
FINAL SUBDIVISION FLAT
 LYING WITHIN SECTIONS 11, & 12, T 2 S., R 3 E., S1.R.&M.
 SUMMIT COUNTY, UTAH
 SHEET 1 OF 7



PLAT NOTES:

1. THIS PLAT REPRESENTS THE FINAL SUBDIVISION OF PHASE 3A OF THE COLONY AT WHITE PINE CANYON, AS SHOWN ON THE PREVIOUS PLATS THEREOF, AND IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS THEREON.

2. THE BOUNDARIES OF THIS PLAT ARE AS SHOWN ON THE PREVIOUS PLATS THEREOF, AND ARE NOT TO BE CHANGED BY THIS PLAT, UNLESS SPECIFICALLY SO INDICATED THEREON.

3. THE PLAT SHOWS THE LOCATION OF ALL UTILITIES AND EASEMENTS, AND THE RIGHTS OF THE UTILITY COMPANIES TO USE THE SAME, AS SHOWN ON THE PREVIOUS PLATS THEREOF.

4. THE PLAT SHOWS THE LOCATION OF ALL EASEMENTS AND RESTRICTIONS, AND THE RIGHTS OF THE EASEMENTORS TO USE THE SAME, AS SHOWN ON THE PREVIOUS PLATS THEREOF.

5. THE PLAT SHOWS THE LOCATION OF ALL STREETS AND ALLEYS, AND THE RIGHTS OF THE CITY OF SALT LAKE CITY TO USE THE SAME, AS SHOWN ON THE PREVIOUS PLATS THEREOF.

6. THE PLAT SHOWS THE LOCATION OF ALL PUBLIC UTILITIES AND EASEMENTS, AND THE RIGHTS OF THE PUBLIC UTILITIES TO USE THE SAME, AS SHOWN ON THE PREVIOUS PLATS THEREOF.

7. THE PLAT SHOWS THE LOCATION OF ALL PRIVATE UTILITIES AND EASEMENTS, AND THE RIGHTS OF THE PRIVATE UTILITIES TO USE THE SAME, AS SHOWN ON THE PREVIOUS PLATS THEREOF.

8. THE PLAT SHOWS THE LOCATION OF ALL EASEMENTS AND RESTRICTIONS, AND THE RIGHTS OF THE EASEMENTORS TO USE THE SAME, AS SHOWN ON THE PREVIOUS PLATS THEREOF.

9. THE PLAT SHOWS THE LOCATION OF ALL STREETS AND ALLEYS, AND THE RIGHTS OF THE CITY OF SALT LAKE CITY TO USE THE SAME, AS SHOWN ON THE PREVIOUS PLATS THEREOF.

10. THE PLAT SHOWS THE LOCATION OF ALL PUBLIC UTILITIES AND EASEMENTS, AND THE RIGHTS OF THE PUBLIC UTILITIES TO USE THE SAME, AS SHOWN ON THE PREVIOUS PLATS THEREOF.

11. THE PLAT SHOWS THE LOCATION OF ALL PRIVATE UTILITIES AND EASEMENTS, AND THE RIGHTS OF THE PRIVATE UTILITIES TO USE THE SAME, AS SHOWN ON THE PREVIOUS PLATS THEREOF.

12. THE PLAT SHOWS THE LOCATION OF ALL EASEMENTS AND RESTRICTIONS, AND THE RIGHTS OF THE EASEMENTORS TO USE THE SAME, AS SHOWN ON THE PREVIOUS PLATS THEREOF.

13. THE PLAT SHOWS THE LOCATION OF ALL STREETS AND ALLEYS, AND THE RIGHTS OF THE CITY OF SALT LAKE CITY TO USE THE SAME, AS SHOWN ON THE PREVIOUS PLATS THEREOF.

14. THE PLAT SHOWS THE LOCATION OF ALL PUBLIC UTILITIES AND EASEMENTS, AND THE RIGHTS OF THE PUBLIC UTILITIES TO USE THE SAME, AS SHOWN ON THE PREVIOUS PLATS THEREOF.

15. THE PLAT SHOWS THE LOCATION OF ALL PRIVATE UTILITIES AND EASEMENTS, AND THE RIGHTS OF THE PRIVATE UTILITIES TO USE THE SAME, AS SHOWN ON THE PREVIOUS PLATS THEREOF.

16. THE PLAT SHOWS THE LOCATION OF ALL EASEMENTS AND RESTRICTIONS, AND THE RIGHTS OF THE EASEMENTORS TO USE THE SAME, AS SHOWN ON THE PREVIOUS PLATS THEREOF.

17. THE PLAT SHOWS THE LOCATION OF ALL STREETS AND ALLEYS, AND THE RIGHTS OF THE CITY OF SALT LAKE CITY TO USE THE SAME, AS SHOWN ON THE PREVIOUS PLATS THEREOF.

18. THE PLAT SHOWS THE LOCATION OF ALL PUBLIC UTILITIES AND EASEMENTS, AND THE RIGHTS OF THE PUBLIC UTILITIES TO USE THE SAME, AS SHOWN ON THE PREVIOUS PLATS THEREOF.

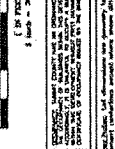
19. THE PLAT SHOWS THE LOCATION OF ALL PRIVATE UTILITIES AND EASEMENTS, AND THE RIGHTS OF THE PRIVATE UTILITIES TO USE THE SAME, AS SHOWN ON THE PREVIOUS PLATS THEREOF.

20. THE PLAT SHOWS THE LOCATION OF ALL EASEMENTS AND RESTRICTIONS, AND THE RIGHTS OF THE EASEMENTORS TO USE THE SAME, AS SHOWN ON THE PREVIOUS PLATS THEREOF.

LOT 81	1.00 ACRES
LOT 82	1.00 ACRES
LOT 83	1.00 ACRES
LOT 84	1.00 ACRES
LOT 85	1.00 ACRES
LOT 86	1.00 ACRES
LOT 87	1.00 ACRES
LOT 88	1.00 ACRES
LOT 89	1.00 ACRES
LOT 90	1.00 ACRES
LOT 91	1.00 ACRES
LOT 92	1.00 ACRES
LOT 93	1.00 ACRES
LOT 94	1.00 ACRES
LOT 95	1.00 ACRES
LOT 96	1.00 ACRES
LOT 97	1.00 ACRES
LOT 98	1.00 ACRES
LOT 99	1.00 ACRES
LOT 100	1.00 ACRES
LOT 101	1.00 ACRES
LOT 102	1.00 ACRES
LOT 103	1.00 ACRES

APPROXIMATE AREA OF EACH LOT

LOT 81: 1.00 ACRES
 LOT 82: 1.00 ACRES
 LOT 83: 1.00 ACRES
 LOT 84: 1.00 ACRES
 LOT 85: 1.00 ACRES
 LOT 86: 1.00 ACRES
 LOT 87: 1.00 ACRES
 LOT 88: 1.00 ACRES
 LOT 89: 1.00 ACRES
 LOT 90: 1.00 ACRES
 LOT 91: 1.00 ACRES
 LOT 92: 1.00 ACRES
 LOT 93: 1.00 ACRES
 LOT 94: 1.00 ACRES
 LOT 95: 1.00 ACRES
 LOT 96: 1.00 ACRES
 LOT 97: 1.00 ACRES
 LOT 98: 1.00 ACRES
 LOT 99: 1.00 ACRES
 LOT 100: 1.00 ACRES
 LOT 101: 1.00 ACRES
 LOT 102: 1.00 ACRES
 LOT 103: 1.00 ACRES



SEAL: SURVEYOR GENERAL, UTAH
 DATE: 12/15/2009
 PROJECT: THE COLONY AT WHITE PINE CANYON - PHASE 3A

REMARKS: THIS PLAT WAS REVIEWED AND APPROVED BY THE UTILITY DISTRICTS AND CITY OF SALT LAKE CITY. ALL EASEMENTS AND RESTRICTIONS ARE AS SHOWN ON THE PREVIOUS PLATS THEREOF.

UTILITY EASEMENT REVIEW:

THE ABOVE SHOWN UTILITY EASEMENTS HAVE BEEN REVIEWED AND ACCEPTED BY THE UTILITY DISTRICTS ON THE FOLLOWING DATE:

DATE: 12/15/2009
 SIGNATURE: [Signature]
 TITLE: UTILITY DISTRICT DIRECTOR

APPROVAL AS TO FORM:

THE PLAT WAS REVIEWED AND APPROVED BY THE CITY ENGINEER ON THE FOLLOWING DATE:

DATE: 12/15/2009
 SIGNATURE: [Signature]
 TITLE: CITY ENGINEER

COUNTY PLANNING COMMISSION:

THIS PLAT WAS REVIEWED AND APPROVED BY THE COUNTY PLANNING COMMISSION ON THE FOLLOWING DATE:

DATE: 12/15/2009
 SIGNATURE: [Signature]
 TITLE: COUNTY PLANNING COMMISSION

COUNTY ENGINEER:

THIS PLAT WAS REVIEWED AND APPROVED BY THE COUNTY ENGINEER ON THE FOLLOWING DATE:

DATE: 12/15/2009
 SIGNATURE: [Signature]
 TITLE: COUNTY ENGINEER

COUNTY ASSESSOR:

THIS PLAT WAS REVIEWED AND APPROVED BY THE COUNTY ASSESSOR ON THE FOLLOWING DATE:

DATE: 12/15/2009
 SIGNATURE: [Signature]
 TITLE: COUNTY ASSESSOR

PUBLIC WORKS DIRECTOR:

THIS PLAT WAS REVIEWED AND APPROVED BY THE PUBLIC WORKS DIRECTOR ON THE FOLLOWING DATE:

DATE: 12/15/2009
 SIGNATURE: [Signature]
 TITLE: PUBLIC WORKS DIRECTOR



Stantec
 2000 S. 700 E. Ste. 300
 Salt Lake City, UT
 801.261.0000
 Fax: 801.261.1871
 www.stantec.com

THE COLONY AT WHITE PINE CANYON FIRST AMENDED PHASE 3C FINAL SUBDIVISION PLAT LYING WITHIN SECTION 11, 13 & 14, T 2 S., R 3 E., S.L.B.#M. SUMMIT COUNTY, UTAH

PLAT NOTES:

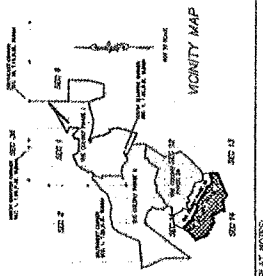
1. The plat area shown is bounded by the City of Park City, Utah, to the north, the City of Summit, Utah, to the south, the City of Alton, Utah, to the east, and the City of Park City, Utah, to the west.

2. The plat area shown is bounded by the City of Park City, Utah, to the north, the City of Summit, Utah, to the south, the City of Alton, Utah, to the east, and the City of Park City, Utah, to the west.

3. The plat area shown is bounded by the City of Park City, Utah, to the north, the City of Summit, Utah, to the south, the City of Alton, Utah, to the east, and the City of Park City, Utah, to the west.

4. The plat area shown is bounded by the City of Park City, Utah, to the north, the City of Summit, Utah, to the south, the City of Alton, Utah, to the east, and the City of Park City, Utah, to the west.

5. The plat area shown is bounded by the City of Park City, Utah, to the north, the City of Summit, Utah, to the south, the City of Alton, Utah, to the east, and the City of Park City, Utah, to the west.

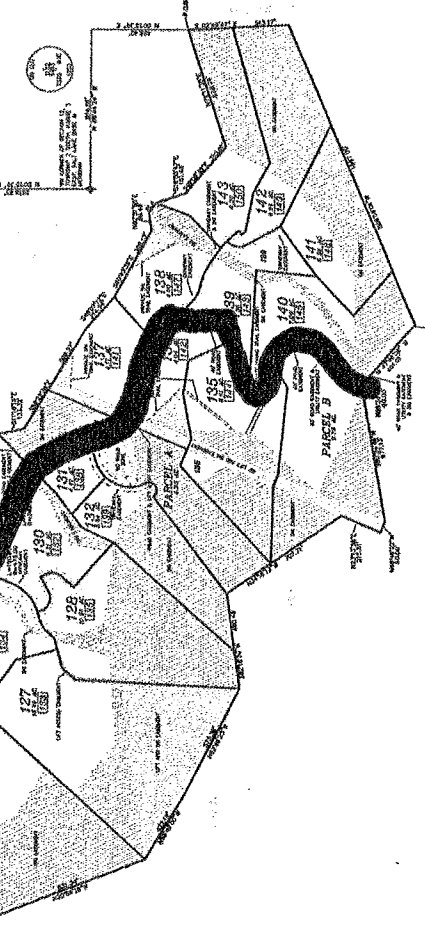


LEGAL DESCRIPTION

A parcel of land located in Sections 11, 13 and 14, T2S, R3E, S.L.B.#M., Summit County, Utah, containing approximately 100 acres, more or less, and being more particularly described as follows: ...

The parcel is bounded on the north by the City of Park City, Utah, on the south by the City of Summit, Utah, on the east by the City of Alton, Utah, and on the west by the City of Park City, Utah.

The parcel is divided into 12 lots, numbered 126 through 137, and is shown on the attached subdivision plat.



- LEGEND**
- 126 FRONT EASEMENT, 50 FT.
 - 127 FRONT EASEMENT, 40 FT.
 - 128 SECONDARY ACCESS EASEMENT
 - 129 TRAIL EASEMENT, 20 FT.
 - 130 FRONT HALL EASEMENT
 - 131 COVER LATERAL EASEMENT
 - 132 20' EASEMENT
 - 133 LEFT 20' EASEMENT
 - 134 PRIVATE DRIVE EASEMENT
 - 135 PRIVATE DRIVE EASEMENT
 - 136 PRIVATE DRIVE EASEMENT
 - 137 10' ROAD SIDE SHOULDER EASEMENT (PERMITTED)
 - 138 LEFT EASEMENT
 - 139 LEFT EASEMENT
 - 140 LEFT EASEMENT
 - 141 LEFT EASEMENT
 - 142 LEFT EASEMENT
 - 143 LEFT EASEMENT
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OVERALL BOUNDARY LINE TABLE

LINE	LENGTH	BEARINGS
1	126.00	S 89° 59' 59" W
2	127.00	S 89° 59' 59" W
3	128.00	S 89° 59' 59" W
4	129.00	S 89° 59' 59" W
5	130.00	S 89° 59' 59" W
6	131.00	S 89° 59' 59" W
7	132.00	S 89° 59' 59" W
8	133.00	S 89° 59' 59" W
9	134.00	S 89° 59' 59" W
10	135.00	S 89° 59' 59" W
11	136.00	S 89° 59' 59" W
12	137.00	S 89° 59' 59" W
13	138.00	S 89° 59' 59" W
14	139.00	S 89° 59' 59" W
15	140.00	S 89° 59' 59" W
16	141.00	S 89° 59' 59" W
17	142.00	S 89° 59' 59" W
18	143.00	S 89° 59' 59" W
19	144.00	S 89° 59' 59" W
20	145.00	S 89° 59' 59" W
21	146.00	S 89° 59' 59" W
22	147.00	S 89° 59' 59" W
23	148.00	S 89° 59' 59" W
24	149.00	S 89° 59' 59" W
25	150.00	S 89° 59' 59" W
26	151.00	S 89° 59' 59" W
27	152.00	S 89° 59' 59" W
28	153.00	S 89° 59' 59" W
29	154.00	S 89° 59' 59" W
30	155.00	S 89° 59' 59" W
31	156.00	S 89° 59' 59" W
32	157.00	S 89° 59' 59" W
33	158.00	S 89° 59' 59" W
34	159.00	S 89° 59' 59" W
35	160.00	S 89° 59' 59" W
36	161.00	S 89° 59' 59" W
37	162.00	S 89° 59' 59" W
38	163.00	S 89° 59' 59" W
39	164.00	S 89° 59' 59" W
40	165.00	S 89° 59' 59" W
41	166.00	S 89° 59' 59" W
42	167.00	S 89° 59' 59" W
43	168.00	S 89° 59' 59" W
44	169.00	S 89° 59' 59" W
45	170.00	S 89° 59' 59" W
46	171.00	S 89° 59' 59" W
47	172.00	S 89° 59' 59" W
48	173.00	S 89° 59' 59" W
49	174.00	S 89° 59' 59" W
50	175.00	S 89° 59' 59" W
51	176.00	S 89° 59' 59" W
52	177.00	S 89° 59' 59" W
53	178.00	S 89° 59' 59" W
54	179.00	S 89° 59' 59" W
55	180.00	S 89° 59' 59" W
56	181.00	S 89° 59' 59" W
57	182.00	S 89° 59' 59" W
58	183.00	S 89° 59' 59" W
59	184.00	S 89° 59' 59" W
60	185.00	S 89° 59' 59" W
61	186.00	S 89° 59' 59" W
62	187.00	S 89° 59' 59" W
63	188.00	S 89° 59' 59" W
64	189.00	S 89° 59' 59" W
65	190.00	S 89° 59' 59" W
66	191.00	S 89° 59' 59" W
67	192.00	S 89° 59' 59" W
68	193.00	S 89° 59' 59" W
69	194.00	S 89° 59' 59" W
70	195.00	S 89° 59' 59" W
71	196.00	S 89° 59' 59" W
72	197.00	S 89° 59' 59" W
73	198.00	S 89° 59' 59" W
74	199.00	S 89° 59' 59" W
75	200.00	S 89° 59' 59" W

PLAT NOTES:

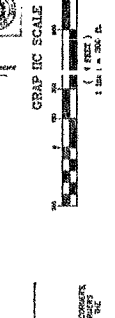
1. The plat area shown is bounded by the City of Park City, Utah, to the north, the City of Summit, Utah, to the south, the City of Alton, Utah, to the east, and the City of Park City, Utah, to the west.

2. The plat area shown is bounded by the City of Park City, Utah, to the north, the City of Summit, Utah, to the south, the City of Alton, Utah, to the east, and the City of Park City, Utah, to the west.

3. The plat area shown is bounded by the City of Park City, Utah, to the north, the City of Summit, Utah, to the south, the City of Alton, Utah, to the east, and the City of Park City, Utah, to the west.

4. The plat area shown is bounded by the City of Park City, Utah, to the north, the City of Summit, Utah, to the south, the City of Alton, Utah, to the east, and the City of Park City, Utah, to the west.

5. The plat area shown is bounded by the City of Park City, Utah, to the north, the City of Summit, Utah, to the south, the City of Alton, Utah, to the east, and the City of Park City, Utah, to the west.



JULY 2007 SHEET 1 OF 5

<p>APPROVAL AND ACCEPTANCE</p> <p>APPROVED BY THE SUMMIT COUNTY BOARD OF PUBLIC WORKS AND PLANNING COMMISSION ON THIS 22ND DAY OF JULY 2007.</p> <p><i>[Signature]</i> SUMMIT COUNTY CLERK</p>	<p>APPROVAL AND ACCEPTANCE</p> <p>APPROVED BY THE PARK CITY FIRE SERVICE DISTRICT ON THIS 22ND DAY OF JULY 2007.</p> <p><i>[Signature]</i> PARK CITY FIRE MARSHALL</p>	<p>APPROVAL AND ACCEPTANCE</p> <p>APPROVED BY THE MOUNTAIN REGIONAL WATER SERVICE DISTRICT ON THIS 22ND DAY OF JULY 2007.</p> <p><i>[Signature]</i> MOUNTAIN REGIONAL WATER SERVICE DISTRICT</p>	<p>APPROVAL AND ACCEPTANCE</p> <p>APPROVED BY THE COUNTY ENGINEER ON THIS 22ND DAY OF JULY 2007.</p> <p><i>[Signature]</i> COUNTY ENGINEER</p>
<p>APPROVAL AND ACCEPTANCE</p> <p>APPROVED BY THE COUNTY ASSESSOR ON THIS 22ND DAY OF JULY 2007.</p> <p><i>[Signature]</i> COUNTY ASSESSOR</p>	<p>APPROVAL AND ACCEPTANCE</p> <p>APPROVED BY THE COUNTY PLANNING COMMISSION ON THIS 22ND DAY OF JULY 2007.</p> <p><i>[Signature]</i> COUNTY PLANNING COMMISSION</p>	<p>APPROVAL AND ACCEPTANCE</p> <p>APPROVED BY THE COUNTY WORKS ADMINISTRATOR ON THIS 22ND DAY OF JULY 2007.</p> <p><i>[Signature]</i> COUNTY WORKS ADMINISTRATOR</p>	<p>APPROVAL AND ACCEPTANCE</p> <p>APPROVED BY THE COUNTY PUBLIC WORKS AND PLANNING COMMISSION ON THIS 22ND DAY OF JULY 2007.</p> <p><i>[Signature]</i> COUNTY PUBLIC WORKS AND PLANNING COMMISSION</p>

Exhibit B

Legal Description the Crest Property (Salt Lake County)

Those portions of the West half of the Northeast quarter and the Northwest quarter of Section 14, Township 2 South Range 3 East, Salt Lake Base and Meridian, lying in Salt Lake County.

Salt Lake County Tax Serial Numbers: 24-14-100-001-0000 and 24-14-200-001-0000.

Exhibit C

Mountain Land

All of Parcel A (Open Space), **The Colony at White Pine Canyon Phase 3D Dream Peak Subdivision Plat**, according to the official plat thereof, recorded January 3, 2019 as Entry No. 01104172 of the official records in the office of the Summit County Recorder.

Consisting of 32.586 acres

Trail

A 10.00 foot wide private trail easement located in the Northwest Quarter of Section 13 and the Northeast Quarter of Section 14, Township 2 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah.

A permanent easement being a strip of land 5.00 feet wide both side of the following described centerline, being more particularly described as follows:

Beginning at a point being South 00°15'36" West 1,204.94 feet and North 89°44'24" West 825.24 feet from the Northeast Corner of Section 14, Township 2 South, Range 3 East, Salt Lake Base and Meridian, (Basis of Bearing being North 00°15'36" East, 2,618.85 feet between the West Quarter Corner of Section 12 and the Southwest Corner of Section 12); thence leaving on the easterly property line of Parcel B of Phase 3C said point of beginning South 72°44'05" West 144.80 feet; thence South 83°08'53" West 115.87 feet; thence South 55°12'16" West 88.89 feet; thence South 34°08'55" West 144.65 feet; thence South 01°54'44" West 63.54 feet; thence South 49°52'11" East 98.46 feet; thence South 70°42'42" East 62.85 feet; thence South 63°21'20" East 138.99 feet; thence South 23°43'08" East 22.15 feet; thence South 68°37'45" East 75.63 feet; thence South 67°36'02" East 98.57 feet; thence North 87°41'11" East 32.70 feet; thence South 77°22'26" East 113.55 feet; thence South 62°35'50" East 130.93 feet; thence South 63°58'54" East 40.78 feet; thence South 78°18'01" East 75.55 feet; thence North 86°40'11" East 47.34 feet; thence North 78°42'42" East 115.15 feet; thence North 65°02'41" East 78.64 feet; thence North 65°38'11" East 71.49 feet; thence North 86°47'23" East 106.25 feet; thence North 53°18'03" East 81.26 feet; thence North 47°18'22" East 156.57 feet; thence North 57°41'48" East 69.11 feet; thence North 82°58'31" East 48.90 feet; thence North 89°11'01" East 36.49 feet; thence South 06°07'16" East 81.39 feet; thence South 18°41'55" East 19.93 feet; thence South 50°20'28" West 22.48 feet; thence South 44°31'02" West 37.77 feet; thence South 49°06'05" West 71.28 feet; thence South 29°34'14" West 154.98 feet; thence South 59°30'20" West 14.26 feet; thence South 79°46'20" West 22.64 feet; thence South 38°16'04" West 16.89 feet; thence South 52°01'23" West 27.12 feet; thence South 26°37'43" West 64.59 feet; thence South 71°44'40" West 57.53 feet; thence South 52°52'12" West 61.66 feet; thence South 53°24'14" West 55.69 feet; thence South 63°28'50" West 61.90 feet; thence South 51°05'29" West 56.84 feet; thence South 51°24'56" West 43.92 feet; thence South 43°46'14" West 85.35 feet; thence South 53°08'28" West 82.69 feet; thence South 75°12'58" West 87.35 feet; thence South 64°09'57" West 142.71 feet; thence South 63°13'31" West 152.77 feet; thence South 65°05'51" West 124.40 feet; thence South 39°27'53" West 70.81 feet; thence South 64°34'28" West 104.68 feet; thence South 79°04'44" West 171.38 feet; thence South 78°54'27" West 78.57 feet to the point on the southerly boundary line of The Colony at White Pine Canyon Phase 4D - Dream Peak Subdivision.

Summit County Tax Serial Numbers: CWPC-2-3AM, CWPC-3-3AM, CWPC-4-AM, CWPC-5-2AM, CWPC-5-6-AM, CWPC-6-2AM, CWPC-1C-6A, CWPC-9-AM, CWPC-10-AM, CWPC-11-AM, CWPC-15-AM, CWPC-18-AM, CWPC-19-AM, CWPC-20-AM, CWPC-21-AM, CWPC-22-AM, CWPC-25-AM, CWPC-26-AM, CWPC-27-AM, CWPC-28-AM, CWPC-29-AM, CWPC-30-AM, CWPC-II-31, CWPC-II-32, CWPC-II-33 CWPC-II-33-A, CWPC-II-34, CWPC-II-35, CWPC-II-36, CWPC-II-37, CWPC-II-41, CWPC-II-42, CWPC-II-43, CWPC-II-44, CWPC-II-45, CWPC-II-48, CWPC-II-49, CWPC-3A-81, CWPC-3A-85, CWPC-3A-90, CWPC-3A-91, CWPC-3A-104, CWPC-3A-105, CWPC-3A-106, CWPC-3A-107, CWPC-3A-108, CWPC-3A-109, CWPC-3A-110, CWPC-3B-116, CWPC-3B-117, CWPC-3B-118, CWPC-3B-119, CWPC-3B-121, CWPC-3B-122, CWPC-3B-123, CWPC-3C-124-1A, CWPC-3C-130-1AM, CWPC-3C-135-1AM, CWPC-3C-136-1AM, CWPC-3C-137-1AM, CWPC-3C-138-1AM, CWPC-3C-139-1AM, CWPC-3C-140-1AM, CWPC-3C-A-1AM, CWPC-3C-B-1AM and CWPC-3D-148-A.